

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

FOCAL COMMUNICATIONS CORPORATION)
OF ILLINOIS)

Petition for Arbitration Pursuant to)
Section 252(b) of the Telecommunications)
Act of 1996 to Establish an Interconnection)
Agreement with Illinois Bell Telephone)
Company d/b/a Ameritech Illinois)

Docket 00-0027

VERIFIED STATEMENT OF PATRICIA K. FLECK
ON BEHALF OF AMERITECH ILLINOIS

OFFICIAL FILE

ILL. C. C. DOCKET NO. 00-0027

Ameritech Exhibit No. 5

Witness _____

Date 3-16-00 Reproduced CB

**VERIFIED STATEMENT OF PATRICIA K. FLECK
ON BEHALF OF AMERITECH ILLINOIS**

INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Patricia K. Fleck and my business address is 225 West Randolph Street,
Chicago, Illinois, 60606.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by Illinois Bell Telephone Company ("Ameritech Illinois") as Director -
Wholesale Dockets. In that capacity, I am responsible for providing regulatory analysis
on various wholesale issues and for docket management.

Q. PLEASE DESCRIBE YOUR EDUCATION PROFESSIONAL EXPERIENCE.

A. Immediately prior to taking my current position, I was Engineer - Technical Regulatory
Liaison in the Network organization from May 1993 until October 1997. My duties in
that position were similar to my present duties. Prior to that, I held a variety of positions
in Ameritech Illinois' Marketing and Business Development Department. From 1980 to
1984, I supervised management and craft employees in the provisioning of voice and data
communications circuits. I began my career at Ameritech Illinois as an Engineer in
Special Services in 1978. I received an M.B.A. in Operations Management from DePaul
University in 1988, and a B.S. in Mathematics from Western Illinois University in 1977.

1 **Q. WHAT ISSUES WILL YOU ADDRESS IN YOUR VERIFIED STATEMENT?**

2 A. I will address Issues 3, 5, 6, and 7 raised in the petition for arbitration filed by Focal
3 Communications Corporation ("Focal"). I will explain the basis for Ameritech Illinois'
4 position on these issues and why it is consistent with the law and sound regulatory policy.
5 I will also briefly respond to certain statements made by Focal's witnesses.

6
7 **ISSUE 3: CONVERSION OF PRE-EXISTING SPECIAL ACCESS SERVICE TO**
8 **PRE-EXISTING LOOP/TRANSPORT UNE COMBINATIONS.**
9

10 **Q. WHAT IS YOUR UNDERSTANDING OF ISSUE 3?**

11
12 A. Focal seeks to require Ameritech Illinois to convert existing combinations of loop and
13 transport facilities, which previously were purchased for special access service, to a
14 combination of unbundled network elements ("UNEs") at the TELRIC-based prices used
15 for UNEs. Ameritech Illinois will provide such pre-existing loop/transport combinations
16 to the extent required by the UNE Remand Order, Supplemental Order, and other federal
17 law. Those orders and federal law, however, place a number of qualifications on an
18 incumbent LEC's duty to provide pre-existing loop/transport combinations to CLECs.

19
20 **Q. WHAT WAS THE BASIS FOR THE FCC'S REQUIREMENT THAT**
21 **INCUMBENT LECs PROVIDE PRE-EXISTING LOOP/TRANSPORT**
22 **COMBINATIONS AS A UNE COMBINATION?**
23

24 A. The FCC based this requirement on 47 C.F.R. § 51.315(b) ("Rule 315(b)"). Under Rule
25 315(b), incumbent LECs may not separate UNEs that are already combined in its
26 network. The FCC addressed this issue in the context of whether carriers that had been

1 purchasing special access service from an incumbent LEC could have that service
2 converted to a pre-existing loop/transport combination at UNE prices. The FCC found
3 that carriers could not do so, *unless* the carrier certified that it was using the special
4 access service that it sought to convert to UNEs to provide “a significant amount of local
5 exchange service . . . to a particular customer.” Supplemental Order, ¶¶ 4-5 and n.9.

6
7 **Q. WHAT QUALIFICATIONS MUST FOCAL MEET TO CONVERT SPECIAL**
8 **ACCESS SERVICES TO PRE-EXISTING LOOP/TRANSPORT**
9 **COMBINATIONS?**

10
11 A. There are essentially five qualifications at issue here:

- 12 1. Focal must self-certify that it is providing and will provide a “significant”
13 amount of local exchange service to a particular customer through the
14 requested loop/transport combination. Ameritech Illinois’ definition of a
15 “significant” amount of service is discussed below.
- 16 2. In making this certification, Focal cannot treat Internet traffic as local
17 exchange traffic.
- 18 3. Focal cannot convert to UNEs any special access service ordered after the
19 release of the Supplemental Order in the FCC’s Local Competition docket
20 (CC Docket 96-98), since to do so would be to illegally force Ameritech
21 Illinois to combine UNEs at a CLEC’s request.
- 22 4. Focal must pay any applicable termination charges required by its term or
23 volume contracts for special access service when it converts that service to
24 a pre-existing loop/transport combination.

1 5. As with all UNEs, Focal must pay a service ordering charge and
2 applicable administrative charges associated with the provisioning of a
3 loop/transport combination.

4
5 These qualifications are reflected in Ameritech Illinois' proposed Schedule 9.5, Section
6 2.3.

7
8 **Q. WHAT IS THE BASIS FOR THE REQUIREMENT THAT FOCAL SELF-**
9 **CERTIFY IT WILL USE THE PRE-EXISTING LOOP/TRANSPORT**
10 **COMBINATION TO PROVIDE A SIGNIFICANT AMOUNT OF LOCAL**
11 **EXCHANGE SERVICE TO A PARTICULAR CUSTOMER?**

12
13 A. The FCC's Supplemental Order requires a CLEC to self-certify that the pre-existing
14 loop/transport combination that it seeks to convert to UNEs is being used to provide a
15 significant amount of local exchange service to a particular end-user and will continue to
16 be so used after being converted. Supplemental Order, ¶ 5 and n.9. The Supplemental
17 Order did not define what would constitute a "significant" amount of local exchange
18 traffic. Without an objective standard to give some meaning to that term, however,
19 Ameritech Illinois would have no way of knowing how Focal or any other carrier defines
20 "significant," and thus could not be sure the carrier was complying with the
21 Supplemental Order. Thus, to ensure that the requirements of the Supplemental Order
22 are met, Ameritech Illinois has defined a "significant" amount of local exchange traffic
23 as follows:

24 The CLEC must provide at least one-third of the particular end-user's local
25 exchange service, and at least 50% of the DS1 circuits sought to be converted
26 must have at least 5% of local voice traffic, and the entire DS1 facility must have
27 at least 10% of local voice traffic.

1
2 This standard is reasonable and does not put any great burden on requesting carriers.

3
4 **Q. WHAT IS THE BASIS FOR THE THRESHOLD NUMBERS PROPOSED BY**
5 **AMERITECH ILLINOIS?**

6
7 A. Because the FCC did not directly define what constitutes "significant" local exchange
8 traffic, we have proposed reasonable thresholds for any carrier that believes it is
9 providing a significant amount of local exchange service to a particular customer. The
10 overall requirement that the carrier provide one-third of the customer's traffic ensures
11 that local exchange service is not a mere *de minimis* part of the service provided by the
12 carrier. Likewise, the requirements with respect to DS1s simply ensure that a carrier
13 does not convert an entire DS1 based on one or two of the DS1's circuits being used to
14 provide local exchange service.

15
16 **Q. HAS THE FCC INDICATED THAT THE THRESHOLDS PROPOSED BY**
17 **AMERITECH ILLINOIS ARE REASONABLE?**

18
19 A. Yes. In footnote 9 of the Supplemental Order, the FCC, in discussing the requirement
20 that the CLEC provide a significant amount of local exchange service on the facilities
21 sought to be converted, stated that "[f]or example, we would consider the local service
22 components as described in a joint *Ex Parte* submitted by Intermedia to be significant."
23 Ameritech Illinois is proposing the exact same local service thresholds as the *ex parte*
24 cited approvingly by the FCC, which is attached hereto.

1 **Q. WHAT IS THE BASIS FOR REQUIRING FOCAL, FOR THE PURPOSES OF**
2 **ITS SELF-CERTIFICATIONS, NOT TO TREAT INTERNET TRAFFIC AS**
3 **LOCAL EXCHANGE TRAFFIC?**
4

5 A. Although I am not an attorney, I understand that the FCC has concluded that Internet
6 traffic is predominantly interstate, and therefore is not local exchange traffic. In light of
7 the FCC's conclusion, Focal cannot claim, for purposes of its self-certifications, that
8 Internet traffic is local exchange traffic. The FCC defined Internet traffic as non-local
9 traffic well before it issued the UNE Remand Order and Supplemental Order, and neither
10 of those decisions indicates in any way that Internet traffic would be viewed differently
11 when deciding whether a carrier is using facilities to provide a significant amount of local
12 exchange service. On the contrary, the FCC subsequently confirmed in its December 23,
13 1999 Order in CC Docket 98-147 et al. that Internet traffic is exchange access traffic, not
14 local exchange traffic.

15
16 **Q. FOCAL WITNESS MR. STARKEY CLAIMS THAT THIS REQUIREMENT**
17 **WOULD UNFAIRLY FORCE FOCAL TO GIVE UP ITS POSITION THAT**
18 **INTERNET TRAFFIC IS SUBJECT TO RECIPROCAL COMPENSATION.**
19 **PLEASE RESPOND.**
20

21 A. I disagree with Mr. Starkey. Yes, there is a dispute whether Internet traffic should be
22 subject to reciprocal compensation, but that is separate from the conversion of special
23 access service to pre-existing loop/transport combinations. Just as a definition was
24 necessary to give meaning to "significant" as used in the UNE Remand Order, so too is it
25 necessary that there be a clear definition of "local exchange service" for Focal's self-
26 certifications. Ameritech Illinois' definition is supported by federal law, whereas Focal's

1 position is directly contrary to federal law and is based on the mere hope that the
2 Commission will not abide by the FCC's conclusions.

3
4
5 **Q. WHAT IS THE BASIS FOR PROHIBITING FOCAL FROM CONVERTING TO**
6 **UNEs ANY SPECIAL ACCESS SERVICES ORDERED AFTER THE PUBLIC**
7 **RELEASE OF THE SUPPLEMENTAL ORDER?**

8
9 A. This qualification is necessary to prevent Focal from making an end-run of the Eighth
10 Circuit's vacatur of FCC Rules 315(c)-(f) (47 C.F.R. § 51.315(c)-(f)) by effectively
11 forcing Ameritech Illinois to combine UNEs for it.

12
13 **Q. PLEASE EXPLAIN.**

14
15 A. The FCC requires incumbent LECs to convert pre-existing special access services to
16 loop/transport UNE combinations under Rule 315(b), which prevents incumbent LECs
17 from separating UNEs that are already combined. However, the FCC also recognized
18 that it could not require incumbent LECs to combine loops and transport that were not
19 already combined as part of a special access service. UNE Remand Order, ¶¶ 478,
20 481. Such a requirement to combine would violate the Eighth Circuit's vacatur of FCC
21 Rules 315(c)-(f), which formerly required incumbent LECs to combine UNEs for
22 CLECs. Iowa Utilities Board v. FCC, 120 F.3d 753, 813 (8th Cir. 1997), aff'd in part
23 and rev'd in part on other grounds sub nom. AT&T Corp. v. Iowa Utilities Board, 525
24 U.S. 366 (1999). The Eighth Circuit vacated those rules because they violated the 1996
25 Act. Id.

1 If a CLEC could place a sham order for special access service and thus force Ameritech
2 Illinois to combine a loop and transport facility to provide that service, it would violate
3 the Eighth Circuit's directive that incumbent LECs cannot be required to affirmatively
4 combine UNEs for requesting carriers. In other words, once the loop and transport were
5 combined as part of a newly-ordered service, the CLEC could then demand that the
6 service be converted to a loop/transport UNE combination on the theory that the loop and
7 transport were "already combined" and thus subject to conversion under Rule 315(b).

8
9 Such an outcome would give CLECs carte blanche to violate the Eighth Circuit's vacatur
10 of Rules 315(c)-(f), in violation of the 1996 Act. To avoid such gaming of the system,
11 Ameritech Illinois proposes a cut-off date to determine which special access services are
12 eligible for conversion to UNEs. The most logical date is the public release of the
13 Supplemental Order, which clarified the circumstances under which the FCC would
14 require special access service to be converted to UNEs.

15
16
17 **Q. WHAT IS THE BASIS FOR REQUIRING FOCAL TO PAY ALL APPLICABLE**
18 **TERMINATION PENALTIES IN ITS SPECIAL ACCESS SERVICE**
19 **CONTRACTS WHEN IT CONVERTS SUCH A SERVICE TO UNES?**
20

21 A. This requirement is specifically authorized by the UNE Remand Order: "We note,
22 however, that any substitution of unbundled network elements for special access would
23 require the requesting carrier to pay any appropriate termination penalties required under
24 volume or term contracts." UNE Remand Order, ¶ 486 n.985.

1 **Q. WHAT IS THE BASIS FOR REQUIRING FOCAL TO PAY APPLICABLE**
2 **SERVICE ORDERING CHARGES AND OTHER ADMINISTRATIVE**
3 **CHARGES WHEN IT CONVERTS A SPECIAL ACCESS SERVICE TO A PRE-**
4 **EXISTING LOOP/TRANSPORT COMBINATION?**

5
6 **A.** Service ordering charges and other administrative charges are required for essentially all
7 UNEs, and should be recovered in this instance as well. The process of converting a
8 special access service to a pre-existing loop/transport combination is not a mere
9 “administrative change in prices” as Focal assumes. (Starkey Direct at 70). It requires
10 Ameritech Illinois to modify its systems to recognize the loop and transport facilities as
11 UNEs rather than as part of an end-to-end service. This involves “disconnecting” the
12 pre-existing service from a records and operations systems standpoint and processing
13 “new” orders for the UNE combination. Although it is continuing to investigate the
14 issue, at this time Ameritech Illinois would require Focal to pay all of the non-recurring
15 charges that apply to the underlying UNEs that make up a pre-existing loop/transport
16 combination, unless there are ordering and provisioning functions covered by those
17 charges that are not actually performed for the UNE combination “conversion.” For
18 loops, the charges are a service ordering charge and a line connection charge. For
19 interoffice transport, there is an administrative charge (akin to a service ordering charge),
20 a design and central office connection charge, and, in cases where an entrance facility is
21 involved, a carrier connection charge. These charges are reflected in Ameritech Illinois'
22 UNE tariff.

23
24 **Q. FOCAL WITNESS MR. STARKEY CLAIMS THAT AMERITECH ILLINOIS**
25 **HAS “SO LIMITED THE AVAILABILITY OF THE EEL AS TO MAKE IT**

1 **NEARLY IMPOSSIBLE TO ORDER.” (STARKEY DIRECT AT 66). IS THERE**
2 **ANY BASIS FOR THAT ASSERTION?**

3
4 A. No. As an initial matter, Ameritech Illinois has no legal obligation to provide *new*
5 loop/transport combinations at all; in the UNE Remand Order, the FCC expressly refused
6 to require that such new combinations be created and unbundled. UNE Remand Order,
7 ¶¶ 478, 481. The only requirement in the UNE Remand Order and Supplemental Order
8 involves *pre-existing* special access services where loops and transport have already been
9 combined, and the circumstances in which that requirement applies are quite limited.
10 Thus, as I have explained, all of the qualifications on providing a pre-existing
11 loop/transport combination are amply supported by the FCC’s orders, federal law, and
12 established practice for pricing UNEs. Focal cannot seriously argue that it would be
13 impeded by having to comply with the controlling federal guidelines established by the
14 FCC and the courts, or that any ambiguity in those guidelines (*e.g.*, the meaning of
15 “significant”) has to be resolved in whatever way Focal wishes. Simply put, Ameritech
16 Illinois’ offering fully complies with all legal requirements and with the substance and
17 spirit of the FCC pronouncements.

18
19 **ISSUE 5 AND ISSUE 6: xDSL ISSUES**

20 **Q. HAVE THE PARTIES REACHED ANY AGREEMENT ON ISSUES 5 AND 6?**

21 A. Yes. The parties have agreed to contract language on these two issues, though they are
22 still discussing pricing with respect to Issue 5. It is my understanding that all of the
23 relevant prices either currently are or will be set forth in Ameritech Illinois’ UNE tariff.

1 **Q. MR. STARKEY CONTENDS THAT THE PRICE FOR A GENERIC xDSL**
2 **COMPATIBLE LOOP SHOULD BE EQUAL TO THE 2-WIRE ADSL/HDSL AND**
3 **4-WIRE HDSL LOOPS CURRENTLY INCLUDED IN AMERITECH'S DRAFT**
4 **AGREEMENT. DO YOU AGREE?**

5
6 **A. I am not certain. In some cases provisioning an xDSL compatible loop requires**
7 **"conditioning": modifying a voice-grade loop so that it can better carry data traffic.**
8 **Federal law requires that Focal compensate Ameritech Illinois for the costs of such**
9 **conditioning. Ameritech Illinois' draft agreement also provides for such compensation,**
10 **and Focal did not identify this as an issue for arbitration. If Focal is trying to avoid its**
11 **responsibility to compensate Ameritech Illinois for loop conditioning, then I disagree**
12 **with Mr. Starkey's testimony. Ameritech Illinois is entitled to such compensation under**
13 **controlling federal law. Moreover, the parties have agreed in Section 9.1.3 to modify the**
14 **interconnection agreement as necessary based on the ultimate outcome of the**
15 **Commission's current generic proceeding on "special construction" issues.**

16
17 **ISSUE 7: CHANGES TO COMPONENTS OF NETWORK ELEMENTS**

18 **Q. WHAT IS FOCAL'S POSITION ON THIS ISSUE?**

19 **A. As I understand it, Focal claims that when it obtains access to a network element (for**
20 **instance, a loop) owned by Ameritech Illinois, Ameritech Illinois cannot change the**
21 **element or any component of the element without Focal's consent.**

22
23 **Q. WHY DOES AMERITECH ILLINOIS CHANGE ITS NETWORK ELEMENTS**
24 **OR THEIR COMPONENTS?**
25

1 A. Ameritech Illinois changes network elements or their components as part of its ongoing
2 efforts to maintain its network facilities so that end users of all the carriers that use those
3 facilities continue to receive quality service. For example, Ameritech Illinois'
4 maintenance technicians modify loop components as necessary to repair damaged cable
5 or other facilities; in some cases, a technician might reassign an end user from a defective
6 loop to a spare, undamaged loop in the same group.

7
8 **Q. SHOULD FOCAL'S ADVANCE CONSENT BE REQUIRED FOR SUCH**
9 **CHANGES?**

10
11 A. No. First, the loop still belongs to Ameritech Illinois, and Ameritech Illinois still has the
12 obligation to perform maintenance on it. It would be unfair to assign that responsibility
13 to Ameritech Illinois while, at the same time, restricting Ameritech Illinois' rights to do
14 the necessary work.

15
16 Second, obtaining Focal's consent would be incredibly impractical. There are millions
17 of loops in Ameritech Illinois' network, and hundreds of thousands of those loops are
18 being leased to other carriers. As it stands now, when Ameritech Illinois' maintenance
19 personnel repair a loop, they do not know the identity of the carrier using that loop. Nor
20 is that information readily available: Ameritech Illinois' loop inventory systems do not
21 track the identity of the carrier. In order to obtain Focal's consent for repair work,
22 Ameritech Illinois would have to set up a procedure for its technicians out in the field to
23 call in before beginning any work, then have a team of researchers available to figure out
24 whether a loop is being used by another carrier (and if so, which carrier), then have a

1 team of intermediaries on hand to locate the appropriate carrier representative and
2 request, obtain, and document that carrier's consent. Thus, every single repair would
3 become a repair job, a research job, and a carrier-liaison job. All the while, repair
4 technicians would be out in the field, waiting for answers, instead of doing the work that
5 serves end users and their carriers alike. We have been unable to think of any way to
6 make Focal's proposal work in practice.

7
8 **Q. AS IT STANDS NOW, IS THERE ANY WAY FOR AMERITECH ILLINOIS'**
9 **FIELD PERSONNEL TO DISCRIMINATE AGAINST FOCAL WHEN THEY**
10 **REPAIR NETWORK COMPONENTS?**

11
12 **A.** No. As I testified earlier, Ameritech Illinois' field personnel are "blind" to the identity of
13 the carrier using the facilities that are being repaired. For all they know, the facilities are
14 being used by Ameritech Illinois itself. Thus, the existing system ensures
15 nondiscriminatory treatment.

16
17 On the other hand, if we were to implement Focal's proposal for "carrier consent," we
18 would have to create a procedure by which Ameritech Illinois' field personnel *would*
19 learn the identity of the carrier using the facility, which would necessarily create the
20 ability to discriminate against certain carriers.

21
22 **Q. DOES THIS CONCLUDE YOUR VERIFIED STATEMENT?**

23 **A.** Yes.

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Susanne Guyot
Assistant Vice President
Federal Regulatory

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September 2, 1999

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20534

Re: CC Docket 96-98: Second Further Notice of Proposed Rulemaking in the Matter of the Local Competition Provisions in the Telecommunications Act of 1996

Dear Ms. Salas:

On behalf of Bell Atlantic, Allegiance Telecom, Intermedia Communications and Time Warner Telecom, I submit the attached letter for inclusion in the above-referenced docket.

Pursuant to section 1.1206 of the Commission's rules, an original and one copy of this notice are being submitted to the Secretary.

Sincerely,

701-7717

Attachment

September 2, 1999

The Honorable William E. Kennard, Chairman
Federal Communications Commission
445 12th Street, S.W. Room 8-B-201
Washington, DC 20554

The Honorable Susan Ness, Commissioner
Federal Communications Commission
445 12th Street, S.W. Room 8-B-115
Washington, DC 20554

The Honorable Harold W. Furchtgott-Roth, Commissioner
Federal Communications Commission
445 12th Street, S.W., Room 8-A-302
Washington, DC 20554

The Honorable Michael K. Powell, Commissioner
Federal Communications Commission
445 12th Street, S.W., Room 8-A-204
Washington, DC 20554

The Honorable Gloria Tristani, Commissioner
Federal Communications Commission
445 12th Street, S.W. Room 8-C-032
Washington, DC 20554

RE: CC Docket 96-98: Second Further Notice of Proposed Rulemaking in the
Matter of the Local Competition Provisions in the Telecommunications Act
of 1996

Dear Chairman Kennard and Commissioners:

Bell Atlantic, Intermedia, Allegiance and Time Warner understand that certain long distance carriers are urging the Commission to adopt unbundling rules that would allow them to substitute combinations of unbundled network elements for the special access services they purchase from incumbent carriers. The effect of such substitutions would be to reduce significantly the prices long distance carriers pay today for special access services under the Commission's access regime and to discourage competitors from investing in alternative special access facilities. These substitutions would also undermine the investments that facilities-based carriers have already made in competing facilities.

We agree that combinations of network elements should not be available to substitute for special access services carrying interexchange traffic under the standards of

section 251(d)(2). Any requirement to provide combinations of unbundled loop and transport network elements, as defined by the Commission, should be subject to the following conditions:

1. Loop/transport combinations (extended links) for DS1 level and above should be available only when the competitive local exchange carrier (CLEC) provides an integrated local/toll service to the customer and handles at least one third of the customer's local traffic. In addition, on the DS1 loop portion of the combination, at least 50 percent of the activated channels have at least 5 percent local voice traffic individually and, for the entire DS1 facility, at least 10 percent of the traffic is local voice traffic.
2. When loop/transport combinations include multiplexing (DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet the above criteria.
3. Since the purpose of loop/transport combinations is to provide a capability for a collocated CLEC to reach customers in other offices where it is not collocated, such combinations should be available only where they terminate at a collocation arrangement in the LATA. This means that loop/transport combinations should not be available for termination at other places, such as a carrier's switch or point of presence.
4. In order to ensure that carriers do not circumvent the conditions listed above, no carrier should be able to connect unbundled loops to the ILECs' special access multiplexing or transport services.


We also understand that certain long distance carriers are urging the Commission to adopt unbundling rules that would allow them to obtain preassembled combinations of all the network elements (the UNE Platform) without any restrictions. The availability of unrestricted UNE Platforms would undermine the investments that facilities-based carriers have already made and discourage further investment in local facilities.


We agree that if UNE Platforms are made available, they should be restricted to residential customers and should sunset within two years. If the Commission decides to extend the availability of UNE Platforms to business customers, they should be subject to the following restrictions:


1. UNE Platforms should be available only for POTS business services. This means that UNE Platforms should not be available for other business services, such as Centrex and PBX services.
2. UNE Platforms should be available only in central offices with fewer than two facilities-based collocators.
3. UNE Platforms should not be available for more than two years.

September 2, 1999
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We would be happy to address any questions you might have regarding our proposal.


/s/ Edward D. Young, III
Associate General Counsel - Regulatory
Bell Atlantic


/s/ Heather B. Gold
Vice President - Industry Policy
Intermedia Communications Inc.


/s/ Robert W. McCausland
Vice President - Regulatory and Interconnection
Alliance Telecom, Inc.


/s/ Don Shephard
Vice President, Federal Regulatory
Affairs
Time Warner Telecom

cc: Ms. Kathryn Brown
Dr. Robert Pepper
Mr. Christopher Wright
Ms. Dorothy Atwood
Mr. William Bailey
Mr. Kyle Dixon
Ms. Linda Kinney
Ms. Sarah Whitesell
Mr. Larry Strickling
Mr. Robert Atkinson
Ms. Carol Marney
Mr. Jake Jennings
Ms. Jane Jackson


September 2, 1999
Page 3 of 3

We would be happy to address any questions you might have regarding our proposal.

/s/ Edward D. Young, III
Senior Vice President and Deputy
General Counsel
Bell Atlantic

/s/ Heather B. Gold
Vice President - Industry Policy
Intermedia Communications Inc.


/s/ Robert W. McCausland
Vice President - Regulatory and Interconnection
Alliance Telecom, Inc.


/s/ Dan Shephard
Vice President, Federal Regulatory
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Time Warner Telecom


cc: Ms. Kathryn Brown
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Ms. Dorothy Atwood
Mr. William Bailey
Mr. Kyle Dixon
Ms. Linda Kinney
Ms. Sarah Whitesell
Mr. Larry Strickling
Mr. Robert Atkinson
Ms. Carol Matney
Mr. Jake Jennings
Ms. Jane Jackson


September 2, 1999
Page 2 of 3

We would be happy to address any questions you might have regarding our proposal.


/s/ Edward D. Young, III
Senior Vice President and Deputy
General Counsel
Bell Atlantic


/s/ Bradford B. Gold
Vice President - Industry Policy
Intermedia Communications Inc.


/s/ Robert W. McCawland
Vice President - Regulatory and Interconnection
Alltel-panetelcom, Inc.


/s/ Don Saminard
Vice President, Federal Regulatory
Affairs
Time Warner Telecom

cc: Mr. Kathryn Brown
Dr. Robert Pepper
Mr. Christopher Wright
Ms. Dorothy Atwood
Mr. William Bailey
Mr. Kyle Dixon
Ms. Linda Kinney
Ms. Sarah Whitesell
Mr. Larry Strickling
Mr. Robert Atkinson
Ms. Carol Matney
Mr. Jake Jennings
Ms. Jane Jackson

State of Illinois)
)
County of Cook)

VERIFICATION

I, Patricia K. Fleck, being first duly sworn, do on oath depose and state that I have read the foregoing Verified Statement, am familiar with the contents thereof, and that such contents are true and correct to the best of my knowledge, information, and belief.

Patricia K. Fleck

Subscribed and sworn to before
me this 7th day of February, 2000

Kristine L. Surzynski
Notary Public

